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3 Washington, D.C. 20530

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6 United States Department of Justice
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9 IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,)
12 Plaintiff,) CIVIL ACTION No.
13 v.) F94-5984 REC SSH
14)
15 VALLEY WOOD PRESERVING, INC.,) SECOND PARTIAL
16 FONTANA WOOD PRESERVING, INC,) CONSENT DECREE
17 HAROLD LOGSDON, JOYCE LOGSDON,)
and MICHAEL LOGSDON,)
18 Defendants.)

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1 I. BACKGROUND

2 A. The United States of America ("United States"), on
3 behalf of the Administrator of the United States Environmental
4 Protection Agency ("EPA"), filed a complaint in this matter
5 pursuant to Section 107 of the Comprehensive Environmental
6 Response, Compensation, and Liability Act of 1980, 42 U.S.C. §
7 9607, as amended ("CERCLA"), against Harold Logsdon, Joyce
8 Logsdon, Michael Logsdon, Valley Wood Preserving, Inc. ("VWP"),
9 and Fontana Wood Preserving, Inc. ("FWP"), seeking reimbursement
10 of response costs incurred and to be incurred by the United
11 States for response actions taken at or in connection with the
12 release or threatened release of hazardous substances at the
13 Valley Wood Preserving Superfund Site in Turlock, Stanislaus
14 County, California ("the Site").

15 B. The Attorney General of the State of California, on
16 behalf of certain named plaintiffs, also filed a complaint
17 against Defendants in this Court (originally designated Case No.
18 CV-F-94-6055 OWW DLB, and subsequently reassigned and
19 consolidated with the instant case) alleging that Defendants are
20 liable to the State under Section 107 of CERCLA, 42 U.S.C. §
21 9607. The State Plaintiffs have since settled their claims
22 against all of the named defendants by Consent Judgment entered
23 by this Court on November 9, 1995.

24 C. Negotiations in the above-captioned matter have resulted
25 in a settlement of the United States' action against Defendants
26 Fontana Wood Preserving, Inc. and Michael Logsdon, embodied in a
27 Partial Consent Decree entered by the Court on March 26, 1997.

28

1 D. In accordance with the Court's order of February 5,
2 1996, Defendants Harold Logsdon, Joyce Logsdon, VWP, and Michael
3 Logsdon are jointly and severally liable under CERCLA for all
4 past and future response costs not inconsistent with the National
5 Contingency Plan ("NCP") incurred by the United States at the
6 Site. This Consent Decree will resolve the potential liability
7 of Valley Wood Preserving, Harold Logsdon, and Joyce Logsdon
8 ("the Settling Defendants") for past response costs only.

9 E. The United States and Settling Defendants agree, and
10 this Court by entering this Consent Decree finds, that this
11 Consent Decree has been negotiated by the United States and the
12 Settling Defendants in good faith, that settlement of this matter
13 will avoid prolonged and complicated litigation between the
14 Settling Defendants and that this Consent Decree is fair,
15 reasonable, and in the public interest.

16 THEREFORE, with the consent of the Parties to this Decree,
17 it is ORDERED, ADJUDGED, AND DECREED:

18 **II. JURISDICTION**

19 1. This Court has jurisdiction over the subject matter of
20 this action pursuant to 28 U.S.C. §§ 1331 and 1345 and 42 U.S.C.
21 §§ 9607 and 9613(b) and also has personal jurisdiction over
22 Settling Defendants. Settling Defendants consent to and shall
23 not challenge entry of this Consent Decree or this Court's
24 jurisdiction to enter and enforce this Consent Decree.

25 **III. PARTIES BOUND**

26 2. This Consent Decree is binding upon the United States,
27 and upon Settling Defendants and their heirs, successors and
28 assigns. Any change in ownership or corporate or other legal

1 status, including but not limited to, any transfer of assets of
2 real or personal property, shall in no way alter the status or
3 responsibilities of Settling Defendants under this Consent
4 Decree.

5 IV. DEFINITIONS

6 3. Unless otherwise expressly provided herein, terms used
7 in this Consent Decree which are defined in CERCLA or in
8 regulations promulgated under CERCLA shall have the meaning
9 assigned to them in CERCLA or in such regulations. Whenever
10 terms listed below are used in this Consent Decree or in any
11 appendix attached hereto, the following definitions shall apply:

12 a. "CERCLA" shall mean the Comprehensive Environmental
13 Response, Compensation, and Liability Act of 1980, as amended, 42
14 U.S.C. § 9601, et seq.

15 b. "Consent Decree" shall mean this Consent Decree and
16 all appendices attached hereto. In the event of conflict between
17 this Consent Decree and any appendix, the Consent Decree shall
18 control.

19 c. "Day" shall mean a calendar day. In computing any
20 period of time under this Consent Decree, where the last day
21 would fall on a Saturday, Sunday, or federal holiday, the period
22 shall run until the close of business of the next working day.

23 d. "DOJ" shall mean the United States Department of
24 Justice and any successor departments, agencies or
25 instrumentalities of the United States.

26 e. "EPA" shall mean the United States Environmental
27 Protection Agency and any successor departments, agencies or
28 instrumentalities of the United States.

1 f. "EPA Hazardous Substance Superfund" shall mean the
2 Hazardous Substance Superfund established by the Internal Revenue
3 Code, 26 U.S.C. § 9507.

4 g. "Interest" shall mean interest at the current rate
5 specified for interest on investments of the Hazardous Substance
6 Superfund established by 26 U.S.C. § 9507, compounded annually on
7 October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

8 h. "Paragraph" shall mean a portion of this Consent
9 Decree identified by an arabic numeral or an upper or lower case
10 letter.

11 i. "Past Response Costs" shall mean all costs,
12 including but not limited to direct and indirect costs, that EPA
13 or DOJ on behalf of EPA has incurred at or in connection with the
14 Site through September 30, 1997, plus accrued Interest on all
15 such costs through such date.

16 j. "Plaintiff" shall mean the United States.

17 k. "Section" shall mean a portion of this Consent
18 Decree identified by a roman numeral.

19 l. "Settling Defendants" shall mean Valley Wood
20 Preserving, Harold Logsdon, and Joyce Logsdon, both individually
21 and collectively.

22 m. "Site" shall mean the Valley Wood Preserving
23 Superfund site, encompassing approximately 14.4 acres, located at
24 2237 South Golden Gate Boulevard in Turlock, Stanislaus County,
25 California, and depicted more clearly on the map included in
26 Appendix B.

1 n. "United States" shall mean the United States of
2 America, including its departments, agencies and
3 instrumentalities.

4 **V. REIMBURSEMENT OF RESPONSE COSTS**

5 4. Payment of Past Response Costs to the EPA Hazardous
6 Substance Superfund. Within 30 days of entry of this Consent
7 Decree, Settling Defendants shall pay to the EPA Hazardous
8 Substance Superfund \$525,000, in reimbursement of a portion of
9 the Past Response Costs, plus an additional sum for Interest on
10 that amount calculated from the date set forth in the definition
11 of Past Response Costs through the date of payment.

12 Payment shall be made by Electronic Funds Transfer (EFT)
13 (referencing USAO File Number 9402520, EPA Region IX and Site
14 Spill ID Number CAK5, and DOJ Case Number 90-11-3-835) in
15 accordance with instructions provided to Settling Defendants by
16 the Financial Litigation Unit of the U.S. Attorney's Office in
17 the Eastern District of California. Any payments received by the
18 Department of Justice after 4:00 p.m. Eastern Time shall be
19 credited on the next business day. Settling Defendants shall
20 send notice to EPA and DOJ that payment has been made in
21 accordance with Section XII (Notices and Submissions).

22 **VI. FAILURE TO COMPLY WITH REQUIREMENTS OF CONSENT DECREE**

23 5. Interest on Late Payments. In the event that any
24 payment[s] required by Section V (Reimbursement of Response
25 Costs) or Section VI, Paragraph 6 (Stipulated Penalties), are not
26 received when due, Interest shall continue to accrue on the
27 unpaid balance through the date of payment.

1 6. Stipulated Penalties.

2 a. If any amounts due to EPA under this Consent Decree
3 are not paid by the required date, Settling Defendants shall pay
4 to EPA as a stipulated penalty, in addition to the Interest
5 required by Paragraph 5, \$1,000 per violation per day that such
6 payment is late.

7 b. Stipulated penalties are due and payable within 30
8 days of the date of the demand for payment of the penalties by
9 EPA. All payments to EPA under this Paragraph shall be made by
10 certified or cashier's check made payable to "EPA Hazardous
11 Substance Superfund" and shall be sent to the payment address
12 specified in Section XII. All payments shall indicate that the
13 payment is for stipulated penalties and shall reference the name
14 and address of the party making payment, the EPA Region and Site
15 Spill ID Number CAK5, USAO File Number 9402520, and DOJ Case
16 Number 90-11-3-835. Copies of check[s] paid pursuant to this
17 Paragraph, and any accompanying transmittal letter[s], shall be
18 sent to EPA and DOJ as provided in Section XII (Notices and
19 Submissions).

20 c. Penalties shall accrue as provided in this
21 Paragraph regardless of whether EPA has notified Settling
22 Defendants of the violation or made a demand for payment, but
23 need only be paid upon demand. All penalties shall begin to
24 accrue on the day after complete performance is due or the day a
25 violation occurs, and shall continue to accrue through the final
26 day of correction of the noncompliance or completion of the
27 activity. Nothing herein shall prevent the simultaneous accrual
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1 of separate penalties for separate violations of this Consent
2 Decree.

3 7. If the United States brings an action to enforce this
4 Consent Decree, Settling Defendants shall reimburse the United
5 States for all costs of such action, including but not limited to
6 costs of attorney time.

7 8. Payments made under Paragraphs 5-7 shall be in addition
8 to any other remedies or sanctions available to Plaintiff by
9 virtue of Settling Defendants' failure to comply with the
10 requirements of this Consent Decree.

11 9. The obligations of Settling Defendants to pay amounts
12 owed the United States under this Consent Decree are joint and
13 several. In the event of the failure of one of the Settling
14 Defendants to make the payments required under this Consent
15 Decree, the other Settling Defendant shall be responsible for
16 such payments.

17 10. Notwithstanding any other provision of this Section,
18 the United States may, in its unreviewable discretion, waive
19 payment of any portion of the stipulated penalties that have
20 accrued pursuant to this Consent Decree.

21 **VII. COVENANT NOT TO SUE BY PLAINTIFF**

22 11. Except as specifically provided in Paragraphs 12 and
23 13 (Reservations of Rights by United States) the United States
24 covenants not to sue Settling Defendants pursuant to Section
25 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response
26 Costs. This covenant not to sue shall take effect upon receipt
27 by EPA of all payments required by Section V, Paragraph 4
28 (Payment of Past Response Costs to the United States) and Section

1 VI, Paragraphs 5 (Interest on Late Payments) and 6 (Stipulated
2 Penalties for Late Payment). This covenant not to sue is
3 conditioned upon the satisfactory performance by Settling
4 Defendants of their obligations under this Consent Decree. This
5 covenant not to sue extends only to Settling Defendants and does
6 not extend to any other person.

7 **VIII. PLAINTIFF'S RESERVATIONS OF RIGHTS**

8 12. The covenant not to sue set forth in Paragraph 11 does
9 not pertain to any matters other than those expressly specified
10 therein. The United States reserves, and this Consent Decree is
11 without prejudice to, all rights against Settling Defendants with
12 respect to all other matters, including but not limited to:

13 a. liability for failure of Settling Defendants to
14 meet a requirement of this Consent Decree;

15 b. liability for damages for injury to, destruction
16 of, or loss of natural resources, and for the costs of any
17 natural resource damage assessments;

18 c. criminal liability;

19 d. liability for costs incurred or to be incurred by
20 the United States that are not within the definition of Past
21 Response Costs; and

22 e. any and all claims arising under the Federal Debt
23 Collection Procedures Act.

24 **IX. COVENANT NOT TO SUE BY SETTLING DEFENDANTS**

25 13. Settling Defendants covenant not to sue and agree not
26 to assert any claims or causes of action against the United
27 States, or its contractors or employees, with respect to Past
28

1 Response Costs, or other matters addressed by this Consent
2 Decree, including but not limited to:

3 a. any direct or indirect claim for reimbursement from
4 the Hazardous Substance Superfund based on Sections 106(b)(2),
5 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607,
6 9611, 9612, or 9613, or any other provision of law;

7 b. any claim arising out of response actions at the
8 Site for which the Past Response Costs were incurred;

9 c. any claim against the United States pursuant to
10 Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613,
11 relating to Past Response Costs; and

12 d. any claim against the United States pursuant to
13 Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§
14 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of
15 law relating to any future response actions taken at the Site.

16 14. Nothing in this Consent Decree shall be deemed to
17 constitute approval or preauthorization of a claim within the
18 meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R.
19 300.700(d).

20 **X. EFFECT OF SETTLEMENT/CONTRIBUTION PROTECTION**

21 15. Nothing in this Consent Decree shall be construed to
22 create any rights in, or grant any cause of action to, any party
23 not a signatory to this Consent Decree. Each of the settling
24 parties expressly reserves any and all rights (including, but not
25 limited to, any right to contribution), defenses, claims,
26 demands, and causes of action which each settling party may have
27 with respect to any matter, transaction, or occurrence relating
28

1 in any way to the Site against any person not a settling party
2 hereto.

3 16. The United States and the Settling Defendants agree,
4 and by entering this Consent Decree this Court finds, that
5 Settling Defendants are entitled, as of the effective date of
6 this Consent Decree, to protection from contribution actions or
7 claims as provided by Section 113(f)(2) of CERCLA, 42 U.S.C. §
8 9613(f)(2), for "matters addressed" in this Consent Decree. The
9 "matters addressed" in this Consent Decree are Past Response
10 Costs.

11 17. Each Settling Defendant agrees that, with respect to
12 any suit or claim for contribution brought by it for matters
13 related to this Consent Decree, it will notify EPA and DOJ in
14 writing no later than 60 days prior to the initiation of such
15 suit or claim. Each Settling Defendant also agrees that, with
16 respect to any suit or claim for contribution brought against it
17 for matters related to this Consent Decree, it will notify EPA
18 and DOJ in writing within 10 days of service of the complaint or
19 claim upon it. In addition, each Settling Defendant shall notify
20 EPA and DOJ within 10 days of service or receipt of any Motion
21 for Summary Judgment, and within 10 days of receipt of any order
22 from a court setting a case for trial, for matters related to
23 this Consent Decree.

24 18. In any subsequent administrative or judicial proceeding
25 initiated by the United States for injunctive relief, recovery of
26 response costs, or other relief relating to the Site, Settling
27 Defendants shall not assert, and may not maintain, any defense or
28 claim based upon the principles of waiver, res judicata,

1 collateral estoppel, issue preclusion, claim-splitting, or other
2 defenses based upon any contention that the claims raised by the
3 United States in the subsequent proceeding were or should have
4 been brought in the instant case; provided, however, that nothing
5 in this Paragraph affects the enforceability of the Covenant Not
6 to Sue by Plaintiff set forth in Section VII.

7 19. Upon payment of any and all sums required by Sections V
8 and VI of this Consent Decree, the Writ of Attachment entered by
9 the Court on December 22, 1995 shall be vacated, and any
10 attachments executed pursuant to that Writ, including, but not
11 limited to, the real property located at 1690 North Johnston Road
12 in Turlock, California, shall be dissolved.

13 **XI. RETENTION OF RECORDS**

14 20. Until 10 years after the entry of this Consent Decree,
15 each Settling Defendant shall preserve and retain all records and
16 documents now in its possession or control, or which come into
17 its possession or control, that relate in any manner to response
18 actions taken at the Site or the liability of any person for
19 response actions conducted and to be conducted at the Site,
20 regardless of any corporate retention policy to the contrary.

21 21. After the conclusion of the document retention period
22 in the preceding paragraph, Settling Defendants shall notify EPA
23 and DOJ at least 60 days prior to the destruction of any such
24 records or documents, and, upon request by EPA or DOJ, Settling
25 Defendants shall deliver any such records or documents to EPA.
26 Settling Defendants may assert that certain documents, records,
27 or other information are privileged under the attorney-client
28 privilege or any other privilege recognized by federal law. If

1 Settling Defendants assert such a privilege, they shall provide
2 Plaintiff with the following: 1) the title of the document,
3 record, or information; 2) the date of the document, record, or
4 information; 3) the name and title of the author of the document,
5 record, or information; 4) the name and title of each addressee
6 and recipient; 5) a description of the subject of the document,
7 record, or information; and 6) the privilege asserted. However,
8 no documents, reports, or other information created or generated
9 pursuant to the requirements of this or any other consent decree
10 with the United States shall be withheld on the grounds that they
11 are privileged. If a claim of privilege applies only to a
12 portion of a document, the document shall be provided to
13 Plaintiff in redacted form to mask the privileged information
14 only. Settling Defendants shall retain all records and documents
15 that they claim to be privileged until the United States has had
16 a reasonable opportunity to dispute the privilege claim and any
17 such dispute has been resolved in the Settling Defendants' favor.

18 22. By signing this Consent Decree, each Settling Defendant
19 certifies individually that, to the best of its knowledge and
20 belief, it has:

21 a. conducted a thorough, comprehensive, good faith
22 search for documents, and has fully and accurately disclosed to
23 EPA, all information, including financial information, currently
24 in its possession, or in the possession of its officers,
25 directors, employees, contractors or agents, which relates in any
26 way to a Settling Defendant's financial condition, to the
27 ownership, operation or control of the Site, or to the ownership,
28 possession, generation, treatment, transportation, storage or

1 disposal of a hazardous substance, pollutant or contaminant at or
2 in connection with the Site;

3 b. not altered, mutilated, discarded, destroyed or
4 otherwise disposed of any records, documents or other information
5 relating to its potential liability regarding the Site, or its
6 financial condition, after notification of potential liability or
7 the filing of a suit against the Settling Defendant regarding the
8 Site; and

9 c. fully complied with any and all EPA requests for
10 information regarding the Site pursuant to Sections 104(e) and
11 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e).

12 **XII. NOTICES AND SUBMISSIONS**

13 23. Whenever, under the terms of this Consent Decree,
14 notice is required to be given or a document is required to be
15 sent by one party to another, it shall be directed to the
16 individuals at the addresses specified below, unless those
17 individuals or their successors give notice of a change to the
18 other Parties in writing. Written notice as specified herein
19 shall constitute complete satisfaction of any written notice
20 requirement of the Consent Decree with respect to the United
21 States, EPA, DOJ, and Settling Defendants, respectively.

22 **As to the United States:**

23 Chief
24 Environmental Enforcement Section
25 Environment and Natural Resources Division
26 U.S. Department of Justice (DJ # 90-11-3-835)
27 P.O. Box 7611
28 Washington, D.C. 20044

As to EPA:

David Rabbino, Esq. (RC-3-1)
Office of Regional Counsel
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105

Michelle Lau (H-6-2)
Hazardous Waste Branch
U.S. Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA

EPA Region IX [for payments only]
ATTN: Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15221

As to Settling Defendants

David D. Doyle, Esq.
Doyle, Penner & Bradley
5250 North Palm Avenue
Suite 401
Fresno, CA 93704

XIII. RETENTION OF JURISDICTION

24. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XIV. INTEGRATION

25. This Consent Decree constitutes the final, complete and exclusive agreement and understanding among the settling parties with respect to the settlement embodied in this Consent Decree. The settling parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Consent Decree.

XV. APPROVAL AND EFFECTIVE DATE

26. If for any reason this Court should decline to approve this Consent Decree in the form presented, this agreement is

voidable at the sole discretion of any party and the terms of the agreement may not be used as evidence in any litigation between the Parties.

27. The effective date of this Consent Decree shall be the date upon which it is entered by the Court.

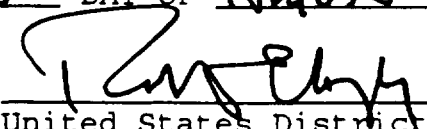
XVI. SIGNATORIES/SERVICE

28. Each undersigned representative of a Settling Defendant to this Consent Decree certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

29. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

30. Each Settling Defendant shall identify on the attached signature page the name and address of an agent who is authorized to accept service of process by mail on behalf of that party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

SO ORDERED THIS 26th DAY OF August, 1998.


United States District Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Valley Wood Preserving, et al., CV-F94-5984 REC
SSH relating to the Valley Wood Preserving Superfund Site.

3 FOR THE UNITED STATES OF AMERICA

4 Date: 7.1.98

Joel M. Gross
Joel M. Gross

Chief

Environmental Enforcement Section
Environment and Natural Resources
Division

U.S. Department of Justice
Washington, D.C. 20530

9
10 Daniel S. Jacobs
Daniel S. Jacobs

~~Trial Attorney~~

Environmental Enforcement Section
Environment and Natural Resources
Division

U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044

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Felicia Marcus 8/17/98
Felicia Marcus
Regional Administrator
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco, CA 94105

David A. Rabbino 8/4/98
David A. Rabbino
Assistant Regional Counsel
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco, CA 94105

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter
2 of U.S. v. Valley Wood Preserving, et al., CV-F94-5984 REC SSH
3 relating to the Valley Wood Preserving Superfund Site.

4 FOR DEFENDANT Harold Logsdon

5 Date:

Harold Logsdon
Harold Logsdon

6
7 Agent Authorized to Accept Service on Behalf of Above-signed
8 Party:

9 Name : _____

10 Title: _____

11 Address: _____

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter
2 of U.S. v. Valley Wood Preserving, et al., CV-F94-5984 REC SSH
relating to the Valley Wood Preserving Superfund Site.

3 FOR DEFENDANT Joyce Logsdon

4 Date:

Joyce Logsdon
Joyce Logsdon

6
7 Agent Authorized to Accept Service on Behalf of Above-signed
8 Party:

9 Name :

10 Title:

11 Address:

1 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter
2 of U.S. v. Valley Wood Preserving, et al., CV-F94-5984 REC SSH
relating to the Valley Wood Preserving Superfund Site.

3 FOR DEFENDANT Valley Wood Preserving, Inc.

4 Date:

Harold Logsdon
Harold Logsdon
President

7 Agent Authorized to Accept Service on Behalf of Above-signed
8 Party:

9 Name : _____


10 Title: _____

11 Address: _____

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Second Partial Consent Decree, U.S. v. Valley Wood Preserving, Inc., et al., CV No. F94-5984 REC SSH, has been served upon counsel for the settling defendants on this 21st day of August 1998 by first class mail, postage prepaid, to:

David D. Doyle, Esq.
5250 North Palm Avenue, Suite 401
Fresno, CA 93704


David A. Rabbino
Assistant Regional Counsel
U.S. Environmental Protection
Agency
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-1336

United States District Court
for the
Eastern District of California
August 26, 1998

* * CERTIFICATE OF SERVICE * *

1:94-cv-05984

USA

v.

Valley Wood

I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on August 26, 1998, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, or by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office.

REC SMS

Richard Charles Crossman
Parichan Renberg Crossman and Harvey
2350 West Shaw Avenue
Suite 130
Fresno, CA 93711

David Douglas Doyle
Doyle Penner and Bradley
5250 North Palm Avenue
Suite 401
Fresno, CA 93704

Randall Mark Penner
Doyle Penner and Bradley
5250 North Palm Avenue
Suite 401
Fresno, CA 93704

Daniel S Jacobs
United States Department of Justice
Environmental Enforcement Section
Land and Natural Resources Division
P.O. Box 7611 Ben Franklin Station
Washington, DC 20044-7611

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